

# **EXHIBIT E**



RECORDED 10/05/2017 11:04:07 AM  
B/P=1755/Pgs 128 -

1407 (13 pgs)

INST# 95140  
STAMP # 17251 REC Jenn C  
TOWN OF CUMBERLAND, RIFORECLOSURE DEED

Federal National Mortgage Association

a corporation duly established under the laws of the United States of America and having its usual place of business at 1900 Market Street, Suite 800, Philadelphia, PA 19103

the current holder by assignment of a mortgage

given by Dianne L. Fitch

to Wells Fargo Bank, N.A.

dated December 31, 2009 and recorded January 13, 2010 at 9:41 AM in Book 1485 at Page 256 in the Records of Land Evidence in the Town of CUMBERLAND, County of Providence and State of Rhode Island, by the power conferred by said mortgage and every other power, for ONE HUNDRED EIGHTY-EIGHT THOUSAND AND 00/100 (\$188,000.00) DOLLARS paid, grants to 266 Putnam Ave, LLC of PO Box 91012, Johnston, RI 02919, the premises conveyed by said mortgage, viz:

**See legal description attached hereto as Exhibit A and incorporated herein by reference.**

Meaning and intending to convey, and hereby conveying, the premises conveyed to this Mortgagee in that certain mortgage deed as set forth above. The premises were sold at

201703-0213

Foreclosure Deed RI/Fitch, Dianne

Property Address: 73 KAY STREET, CUMBERLAND, RI 02864-2312



foreclosure auction on 7/28/2017. No withholding tax is required under the provisions of R.I.G.L. 44-30-71.3, in that no net proceeds were payable to the mortgagor(s).

Pursuant to Rhode Island Life Safety Code (RILSC) 24.6.3.1.4.1(5), this conveyance is exempt from the provisions of RILSC 24.6.3.1 as the property is being transferred pursuant to a foreclosure sale, and no smoke detector and carbon monoxide detector certification is required.

This conveyance is made subject to all taxes, assessments, and other encumbrances which may constitute a lien thereon surviving said foreclosure sale, and is conveyed subject to any restrictions of record and rights of tenants in possession, if any, as shall notwithstanding this provisions, constitute valid liens or encumbrances thereon after said sale.

The grantor is exempt from paying the Rhode Island state excise stamp tax by virtue of 12 United States Code §1452, §1723a, or §1825.

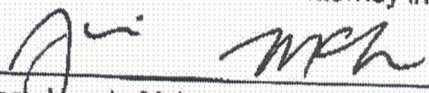
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WITNESS the execution of said corporation this 24<sup>th</sup> day of August, 2017

Federal National Mortgage Association by  
Wells Fargo Bank, N.A. as Attorney in Fact\*

  
Name: Jasmin McLean  
Title: Vice President Loan Documentation  
Company: Wells Fargo Bank N.A.  
Date: 08/24/2017

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\* For signatory authority see Limited Power of Attorney recorded in the Records of Land Evidence in the Town of Cumberland at Book 1575 Page 633.

North Carolina

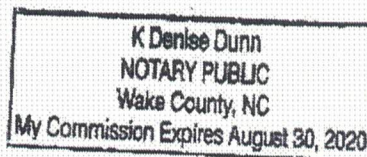
Wake County

I, K Denise Dunn, a Notary Public of Wake County and State of North Carolina, do hereby certify that Jasmin McLean personally came before me this 24<sup>th</sup> day of August, 2017 and acknowledged that she is the Vice President Loan Documentation, of Wells Fargo Bank, NA., a national banking association, and that she, as Vice President Loan Documentation, being authorized to do so, executed the foregoing on behalf of Wells Fargo Bank, N.A., as attorney in fact on behalf for Federal National Mortgage Association

Witness my hand and official seal, this 24<sup>th</sup> day of August, 20 17.

  
K Denise Dunn, Notary Public

My commission expires AUGUST 30, 2020





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**EXHIBIT A**

THE FOLLOWING DESCRIBED PROPERTY:

THAT CERTAIN LOT OR PARCEL OF LAND WITH ALL THE BUILDINGS AND OTHER IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF KAY STREET IN THE TOWN OF CUMBERLAND, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF KAY STREET AT THE SOUTHERLY CORNER OF THE PARCEL HEREIN DESCRIBED WHICH POINT IS THE EASTERLY CORNER OF LAND NOW OR FORMERLY OF RITA LAFLAMME ET AL.; THENCE RUNNING NORTHWESTERLY BOUNDED SOUTHWESTERLY BY SAID LAFLAMME LAND ONE HUNDRED (100) FEET TO A POINT FOR A CORNER AT LAND NOW OR FORMERLY OF ROSE M. CUNNINGHAM; THENCE TURNING AND RUNNING NORTHEASTERLY BOUNDED NORTHWESTERLY BY SAID CUNNINGHAM LAND NOW HUNDRED (100) FEET TO A POINT FOR A CORNER AT LAND NOW OR FORMERLY OF PIERRE P. VAUDE-VELDE ET UX.; THENCE TURNING AND RUNNING SOUTHEASTERLY BOUNDED NORTHEASTERLY BY SAID VAUDE-VELDE LAND ONE HUNDRED (100) FEET MORE OR LESS, TO A POINT IN THE NORTHWESTERLY LINE OF KAY STREET FOR A CORNER; THENCE TURNING AND RUNNING SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF KAY STREET FOR A CORNER; THENCE TURNING AND RUNNING SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF KAY STREET ONE HUNDRED (100) FEET TO THE POINT OR PLACE OF BEGINNING. SAID PREMISES MAY BE FURTHER IDENTIFIED AS BEING LOT NUMBERED FIVE HUNDRED SEVENTY (570) AS AT PRESENT SHOWN ON PLAT FIFTY-FOUR (54) ON FILE IN THE OFFICE OF THE TAX ASSESSOR IN SAID TOWN OF CUMBERLAND, COUNTY OF PROVIDENCE, STATE OF RHODE ISLAND

ASSESSORS PARCEL NUMBER: 0540570000

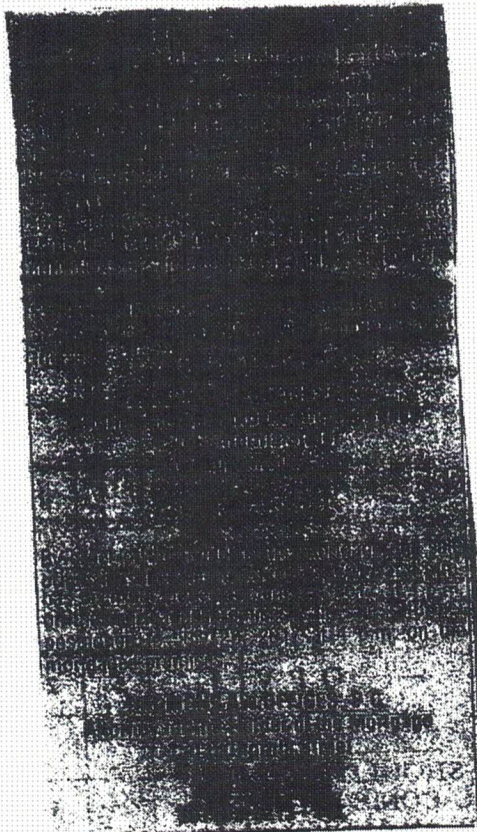
AP: 54  
LOT: 570



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**AFFIDAVIT**

I, Timothy Larson, Esquire of Harmon Law Offices, PC as attorneys for Federal National Mortgage Association named in the foregoing deed, make oath and say that the principal and interest obligation mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale, and that Federal National Mortgage Association caused to be published on May 22, 2017, May 29, 2017, and June 5, 2017 and publications of continuance caused to be published on June 22, 2017, June 29, 2017, July 6, 2017, July 13, 2017, July 20, 2017 and July 27, 2017, in the Pawtucket Times, a public newspaper published in the City of Pawtucket, County of Providence, State of Rhode Island, in accordance with the provisions of said mortgage, notice of sale, the following being a true copy of said notice:



201703-0213

**MORTGAGEE'S SALE  
73 KAY STREET CUMBERLAND, RI**

The premises described in the mortgage will be sold subject to all encumbrances and prior liens on June 13, 2017 at 4:00 p.m. on the premises, by virtue of the power of sale contained in a mortgage by Dianne L. Fitch dated December 31, 2009 and recorded in the CUMBERLAND Land Evidence Records in Book 1485, Page 256, the conditions of said mortgage having been broken.

\$5,000.00 in cash, certified or bank check is required to bid. Other terms will be announced at the sale.

**HARMON LAW OFFICES, P.C.**  
Attorney for the Holder of the Mortgage  
150 California Street  
Newton, MA 02458  
(617) 558-0500  
201703-0213 - YEL

By order of the holder of the mortgage, the sale originally scheduled for June 13, 2017 at 4 p.m. has been postponed to June 23, 2017 at 4 p.m. on the mortgaged premises; said sale is further postponed to July 28, 2017 at 4 p.m. on the mortgaged premises.

**HARMON LAW OFFICES, P.C.**  
Attorney for the Holder of the Mortgage  
150 California Street  
Newton, MA 02458  
(617) 558-0500  
201703-0213 - YEL

/Affidavit RI/Fitch, Dianne



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I certify that in accordance with the terms of said mortgage and pursuant to R.I.G.L. 34-11-22 and 34-27-4, as amended, notice of the time and place of the foreclosure sale was mailed to the mortgagor(s) by certified mail, return receipt requested, at the address of the real estate; at the mortgagor's address listed with the tax assessor's office for the Town of CUMBERLAND, if different from the property address; at the last known address for the mortgagor(s); and at any other address the mortgagor may have designated by written notice to the mortgagee. Such notice contained a copy of the text of RIGL 34-27-4(d), printed in 12 point type, along with the notice set forth in and required by RIGL 34-27-4(c), printed in 14 point type. I certify that such notice was sent at least thirty (30) days prior to the first publication, including the day of mailing in the computation.

Pursuant to said notice at the time and place therein appointed, Federal National Mortgage Association sold the mortgaged premises at public auction by Robert Lopez, a licensed auctioneer, to Paul Balay for ONE HUNDRED EIGHTY-EIGHT THOUSAND AND 00/100 (\$188,000.00) DOLLARS bid by Paul Balay, being the highest bid made therefore at said auction. Said bid was then assigned by Paul Balay to 266 Putnam Ave, LLC as evidenced by assignment of bid to be recorded herewith as Exhibit "B".

I further make affidavit and say that I am familiar with the contents of the Servicemembers Civil Relief Act, that to the best of my knowledge and information and belief, the record owners of the property described in said mortgage, namely Diane L. Fitch, Marrie Thompson Biggs, and Kenneth P. Fitch, were not "persons" in the Military Service of the United States of America as defined by the Servicemembers Civil Relief Act, and were not in "Military Service" as defined by said Act at the time of the commencement of the within foreclosure proceeding, or at the time of sale under the power given by said mortgage or at any time within the period of one calendar year immediately preceding said sale, and that the above facts have been ascertained after investigation duly made.



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By: Timothy Laron  
Timothy Laron, Esquire

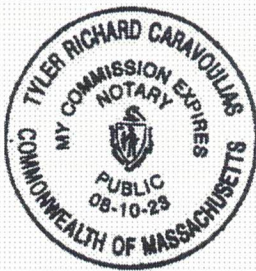
Commonwealth of Massachusetts

Middlesex, ss.

AUGUST 15, 2017

Subscribed and sworn to before me in Newton, Massachusetts on the 15 day of

AUGUST, 2017.



Tyler Richard Caravoulas (Affix Seal)  
Notary Public

Printed Name Tyler Richard Caravoulas

My commission expires: 8/10/23



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EXHIBIT "B"

ASSIGNMENT OF BID

Smithfield (city), RI  
Providence County, ss.

August 2, 2017

For good and valuable consideration, I, Paul Bailey, hereby assign my bid and all of its right, title and interest in and to and under a Memorandum of Sale of Real Property by Auctioneer, dated July 28, 2017, in connection with premises situated at 73 KAY STREET, CUMBERLAND, RI 02864-2312, which is the subject of a mortgage given by Dianne L. Fitch to Wells Fargo Bank, N.A, dated December 31, 2008 and recorded on January 13, 2010 at 9:41 AM in Book 1485 at Page 256 in the Records of Land Evidence in the Town of CUMBERLAND to:

258 Putnam Ave. LLC

PO Box 91012, Johnston, RI 02819

This Assignment is made without recourse, and subject to all terms and conditions contained in the said Memorandum of Sale, and Additional Terms, and Notices of Mortgagee's Sale of Real Estate.

301703-0213

/Assignment of Bid R/Fitch, Dianne



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By: 

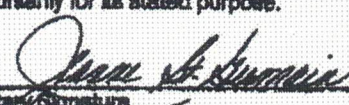
Name: Paul Belay

State of Rhode Island

Providence, ss.

AUGUST 2, 2017

On this 2<sup>nd</sup> day of AUGUST, 2017, before me, the undersigned notary public, personally appeared Paul Belay, proved to me through satisfactory evidence of identification, which were DRIVER'S LICENSE (form of identification), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

 (Affix Seal)  
Notary Signature

My commission expires:

JEANNE ST. GERMAIN  
Notary Public-State of Rhode Island  
MY Commission Expires  
April 24, 2021



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**AFFIDAVIT OF COMPLIANCE WITH CONDITIONS  
PRECEDENT TO ACCELERATION AND SALE**

**Property Address:** 73 KAY STREET, CUMBERLAND, Rhode Island 02864

**Mortgagor:** Dianne L. Fitch and Kenneth P. Fitch , Non vested spouse

**Mortgage Information:** Recorded in the Records of Land Evidence in the Town of CUMBERLAND, Rhode Island on 01/13/2010 at Book 001485, Page 000256

**Foreclosing Mortgagee:** Federal National Mortgage Association

The undersigned, Rodney Lorrell Young, having personal knowledge of the facts herein stated, based upon a review of business records, under oath deposes and says as follows:

1. I am a Vice President of Loan Documentation for Wells Fargo Bank, N.A. ("Wells Fargo"), as servicing agent for Federal National Mortgage Association, the mortgagee of the Mortgage.
2. In the performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of Wells Fargo's mortgage servicing business to make these records. In connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by examining these business records.

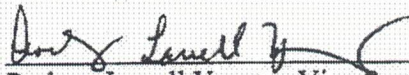


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3. Based upon my review of Wells Fargo's business records, I certify that: [Check One]

- ☒ Notice(s) of Default to Mortgagor(s) has/have been given prior to acceleration and the content of the Notice(s) of Default to Mortgagor(s) is in strict compliance with the notice requirements set forth in the mortgage;
- ☐ The mortgage does not require that any notice be given prior to acceleration.

Wells Fargo Bank, N.A.

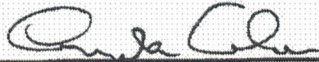


Rodney Lorrell Young - Vice President Loan Documentation  
Wells Fargo Bank, NA  
08/12/17

State of South Carolina

County of York

Sworn and subscribed before me on this 12<sup>th</sup> day of August, 2017.



Notary Public for South Carolina

Commission Expires 02/08/2021

ANGELA GEHR Notary Public, State of South Carolina My Commission Expires Feb. 8, 2021
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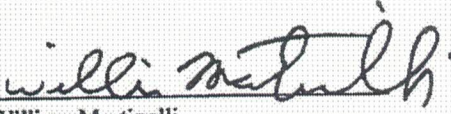


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**APPENDIX C**  
**CERTIFICATE OF COMPLIANCE WITH MEDIATION REQUIREMENT**  
**PURSUANT TO R.I. GEN. LAWS § 34-27-3.2**

I, William Martinelli, of Rhode Island Housing, certify as follows:

1. Wells Fargo Bank, N.A is the holder of the mortgage given by Dianne L Fitch and KENNETH P FITCH, located at 73 Kay Street, Cumberland, RI 02864 (the "Mortgage").
2. Dianne L Fitch and KENNETH P FITCH was properly served with the Notice of Mediation Conference pursuant to R.I. Gen. Laws § 34-27-3.2.
3. Rhode Island Housing served as the Mediation Coordinator defined in R.I. Gen. Laws § 34-27-3.2 and Department of Business Regulation Banking Regulation 5 regarding the Mortgagee's potential foreclosure proceedings.
4. Wells Fargo Bank, N.A has paid all fees and penalties required under R.I. Gen. Laws § 34-27-3.2 subsections (d)(1) and (f).
5. For the reasons set forth below, the Mortgagee is authorized to proceed with the foreclosure action, including recording of the foreclosure deed [check one box below]:
  - ☒ After two attempts by the Agency to contact the Mortgagor, the Mortgagor failed to respond to the request of the Agency to appear for the Mediation Conference or otherwise participate in the Mediation Conference.
  - ☐ The Mortgagor failed to comply with the requirements of R.I. Gen. Laws § 34-27-3.2.
  - ☐ The parties been unable to reach an agreement to renegotiate the loan in order to avoid a foreclosure through the Mediation Conference, despite the Mortgagee's good faith efforts as noted on Attachment 1.
6. I am authorized by the Agency to issue this Certificate.

  
William Martinelli  
Mediation Coordinator  
June 22, 2016



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ATTACHMENT 1

3. Based upon my review of Wells Fargo's business records, I certify that: [Check One]

The Mortgagee, or its authorized representative, has made a good faith effort to reach agreement with the Mortgagor ☒ ~~Notice of Default to Mortgagor(s)~~ has been given prior to acceleration. The Mortgagee's good faith and the content of the Notice(s) of Default to Mortgagor(s) is in strict compliance with the notice requirements set forth in the mortgage;

- ☒ Mortgagee ~~provided the Notice of Mediation Conference to the Mortgagor as required by R.I. Gen. Laws § 34-27-3.2.~~ The mortgage does not require that any notice be given prior to acceleration.
- ☐ Mortgagee designated an agent authorized to participate in the Mediation Conference on its behalf, and with authority to agree to a Workout Agreement on behalf of Mortgagee.  
Wells Fargo Bank, N.A.
- ☐ Mortgagee made reasonable efforts to respond in a timely manner to requests for information from the Mediation Coordinator, Mortgagor, or counsel assisting the Mortgagor.  
Rodney Lorrell Young - Vice President Loan Documentation  
Wells Fargo Bank, N.A.
- ☐ Mortgagee analyzed and responded to the Workout Agreement submitted by the Mortgagor and/or Mediation Coordinator within fourteen days of the Workout Agreement.  
08/12/17
- ☐ ~~State of South Carolina~~ declines to accept the Mortgagor's Workout Agreement, the Mortgagee ~~County of York~~, detailed statement of its reasons for rejecting the proposal within fourteen (14) days and subscribed before me on this 12 day of August, 2017.
- ☐ If the ~~Mortgagee declines to accept the Mortgagor's Workout Agreement~~, the Mortgagee offered, ~~Notary Public for South Carolina~~ ANGELA GEHR, to enter into an alternative work-out/disposition resolution proposal that would result in a material net financial benefit to the Mortgagor as compared to the terms of the Mortgage.  
Commission Expires 02/08/2021  
Notary Public, State of South Carolina  
My Commission Expires Feb. 8, 2021
- ☐ Other facts demonstrating Mortgagee's good-faith [please specify]:

